

**INTERLOCAL COOPERATIVE AGREEMENT**  
**SALT CREEK BANK STABILIZATION PROJECT**  
**ADJACENT TO LINCOLN'S PLATTE RIVER WELL FIELD**

This Agreement (hereinafter "this Agreement") is made and entered into by and between the City of Lincoln, Lincoln Water System (LWS) and Lower Platte South Natural Resources District (LPSNRD).

The purpose of this Agreement is to cooperate with a project to stabilize a portion of Salt Creek located on private property. Unless the bank is stabilized, erosion will cause thousands of tons of soil to slough from the banks of Salt Creek which could damage the water facilities of LWS.

Natural Resources Districts include among their statutory purposes, "Erosion Prevention and Control," Districts have authority to cost-share with landowners in accomplishing the NRD's statutory purposes.

Lincoln Water System owns and operates water collection, treatment and distribution systems located within the LPSNRD. LWS well field is adjacent to Salt Creek and all water supply lines cross under Salt Creek in route to the water treatment plant in Ashland.

The Willow Point Homeowners Association (WPHA) owns property adjacent to Salt Creek and will also benefit from stabilizing Salt Creek. WPHA has worked with LPSNRD on engineering studies to stabilize Salt Creek and has requested assistance from both LPSNRD and LWS with the cost of construction.

Therefore the parties agree as follows:

1. Authority: This Agreement is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act, without a separate entity or agency being created, and whenever possible, this Agreement shall be construed to be in conformity therewith.
2. Administration: The LPSNRD shall have the lead role and responsibility for working with WPHA and seeing that all permits and land rights are obtained and the project is completed property.
3. Purposes: The parties to this Agreement do hereby agree that the purpose of this Agreement is to assist WPHA in their efforts to stabilize Salt Creek in accordance with the attached plan.
4. Financial Assistance: LPSNRD and LWS agree to each contribute one-third of the actual construction cost, not to exceed one-third of the low bid of \$74,141.20.
5. Payment: LPSNRD will notify LWS once the project is complete. LWS will submit to LPSNRD within 30 days their one-third share of the construction costs. LPSNRD will then reimburse WPHS for the LWS and LPSNRD's combined two-thirds of the construction costs.

6. WPHA will be responsible for the operation and maintenance of the completed project.
7. Effective Date: This Agreement shall become effective upon execution by all parties.
8. Duration of Agreement: This Agreement shall run for a period of one year from the effective date. It may be extended by subsequent action.

This Agreement is hereby approved and executed by the following parties on the dates shown below:

\_\_\_\_\_  
LPSNRD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LWS

\_\_\_\_\_  
DATE